

Attorney Docket No. 093615600017
Application No. 10/773,915

REMARKS

Claims 1-29 are pending in the present application. The Assignee respectfully requests further examination of the application in view of the following.

I. Claim 24 is not indefinite under 35 U.S.C §112, 1st paragraph

The Office Action asserts that "claim 24 discloses a computer readable media, wherein nowhere in the Applicant's disclosure is this particular language mentioned." Assignee respectfully notes that word for word disclosure in the detailed description is not required to support a claim. Moreover, Assignee respectfully reminds the Examiner that the claims comprise part of the entire disclosure of the application. Thus, while explicit support may not be provided in the Detailed Description, those skilled in the art would immediately understand what is meant by a computer readable media and how it can operate upon a computer. Thus, Assignee respectfully asserts that this claim is not indefinite.

Further, Assignee has amended claim 24, such that the claim is independent. As such there can be no dependency "question."

II. Claims 1-23 and 25-29 are not obvious in view of Rockwell and Bentley

Claims 1-23 and 25-29 presently stand rejected under 35 U.S.C. § 103(a) as being obvious over Rockwell et. al. (U.S. Patent Publ. No. 2003/0027550) in view of Bentley (U.S. Patent No. 6,934,298). For a combination of references to render a claim unpatentable, each claim limitation must be disclosed by the combination of references.

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a. Claim 1

Claim 1 is not obvious in view of Rockwell and Bentley. In combination with other limitations, claim 1 includes the limitation "dynamically identifying a plurality of wireless network sensors in a selected network region," and "selecting for each of the wireless network sensors in the plurality a designation of primary or secondary with respect to the selected network region." In contrast to claim 1, neither Rockwell nor Bentley disclose dynamically identifying wireless sensors in a network region nor do they produce distributed intelligence for wireless intrusion detection as implicated by primary and secondary sensors.

Rockwell is directed to a security manager for an airplane cabin wherein the access points for passengers aboard the plane can be wireless access points. Assignee respectfully asserts that there is nothing within the text of Rockwell that discloses that the system performs a dynamic identification of wireless sensors. In fact, the secured nature of an airplane would typically indicate that there are no new access points are being added or subtracted from the system. Moreover, the controlled and confined nature of an airplane cabin as disclosed by Rockwell typically indicates that there would be no need for backup wireless access points. Thus, Assignee respectfully asserts that this reference teaches away from providing primary and secondary access points because of the confined nature of the contemplated network. Furthermore, Rockwell teaches a centralized collection process as implicated by the control subsystem and airborne security manager (FIG. 1; ref. 26 and 34). As such it is unclear why Rockwell would be improved by providing a distributed primary and secondary collection system aboard an airplane.

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Assignee further notes that because of the mobile and remote nature of the airplane (35,000 feet above the ground) that traditional network security methods apply to these networks, and there is no incentive to provide a collection agent to collect scan data from each of the primary wireless network sensors as recited in claim 1. Assignee respectfully asserts that the collection agent of claim 1 is specifically recited as providing scan data ("receiving scan data for the selected network region from the collection agent..."). In stark contrast, Rockwell discloses that the Airborne Security Manager is merely "responsible for enforcing security policy" responsive to intrusion events (see, e.g., ¶22). Assignee respectfully asserts that this is not providing scan data.

Bentley is directed to a method for providing a standby access point which becomes active only upon sensing that an active access point has failed. However, Assignee respectfully asserts that there is nothing within claim 1 that refers to the secondary access point being an "inactive" access point only used during failure of the primary access point. In contrast, these access points are used secondarily for data collection. Thus, these access points of claim 1 may be fully operational to transmit network data even though some may be designated secondary for purposes of data collection for the collection agent. Thus, Assignee is unclear what application Bentley has to the current claims. Bentley does not mention data collection, nor does it mention wireless security. There is nothing within claim 1 which indicates that the secondary sensing device is only operable upon the primary sensor failing, as disclosed by Bentley.

Applicant respectfully questions the motivation to combine Rockwell with Bentley. Rockwell is only remotely related to wireless applications in that it would like to be able to provide wireless access to airplane passengers, however, it is primarily concerned with providing

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network security to other passengers (and because of the remoteness of this roaming network, for all practical purposes, it is a wired network security solution as opposed to a wireless network security solution). Bentley, on the other hand, is entirely related to providing backup wireless network components in case of failure of the active wireless network components. However, there is no security aspect to the backup and primary designation of these access points. Moreover, the Office Action has provided no reasonable motivation to combine these references, such as the unreliability of an airborne wireless access point. Rockwell makes no disclosure that a backup network components would even be desirable. Assignee respectfully asserts that such a combination is unwarranted by the disclosures of these references themselves.

b. Claim 2

Because independent claim 1 is allowable over the cited references, claim 2 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "communicating the selected designation to the wireless network sensor for which the designation was selected." In stark contrast, Rockwell does not designate access points as primary or secondary. Bentley does not communicate the designation to the access points, rather the access points determine their designation for themselves according to a conflict resolution algorithm (i.e., a backoff algorithm used in CSMA/CA-type applications) or a priority number whereby two competing access points communicate their priority numbers with each other and the access point with the lower priority number becomes inactive through self-designation.

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c. Claim 3

Because independent claim 1 is allowable over the cited references, claim 3 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "communicating the selected designation to the wireless network sensor for which the designation was selected." In stark contrast, Rockwell does not designate access points as primary or secondary. Further, Bentley does not communicate the designation to the access points, rather the access points determine their designation for themselves according to a conflict resolution algorithm (i.e., a backoff algorithm used in CSMA/CA-type applications) or a priority number whereby two competing access points communicate their priority numbers with each other and the access point with the lower priority number becomes inactive through self-designation. Thus, neither Rockwell nor Bentley disclose communicating a designation of primary or secondary to the wireless networks sensors, as required by claim 3.

d. Claims 4 and 5

Because independent claim 1 is allowable over the cited references, claims 4 and 5 (which depend from claim 1) are allowable for the reason that they include all of the limitations of claim 1. Thus, Assignee respectfully asserts that these claims are in condition for allowance.

e. Claim 6

Because independent claim 1 is allowable over the cited references, claim 6 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

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Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that repetition of the steps "occurs at periodic intervals or upon occurrence of an event." The portion of Rockwell cited to show repetition of the steps merely discloses that the airborne security manager responds to intrusion events with a security policy. It should be understood that this security policy is not a repetition of steps (a) through (e), as required by claim 6.

f. Claim 7

Because independent claim 1 is allowable over the cited references, claim 7 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "detecting a status change in one or more of the wireless network sensors in the plurality identified for the selected network region and wherein step (g) occurs in response to the detected status change." Rockwell does not show detecting a change in status of one or more of the wireless sensors, as recited in claim 7. While Bentley discloses that a wireless access point detects a change in status of the wireless access points, Bentley merely discloses replacing the failed wireless access point with the inactive wireless access point. In stark contrast, it does not trigger a new dynamic identification of wireless devices in a network area and new designation of primary and secondary to each of the devices in the network area, as required by claim 7.

g. Claim 8

Because independent claim 1 is allowable over the cited references, claim 8 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

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Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "receiving a configuration request with respect to the selected region and wherein step (g) occurs in response to the received configuration request." Neither Rockwell nor Bentley discloses receiving a configuration request, as recited in claim 8.

h. Claim 9

Because independent claim 1 is allowable over the cited references, claim 9 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that repetition of the steps "occurs at periodic intervals or upon occurrence of an event." The portion of Rockwell cited to show repetition of the steps merely discloses that the airborne security manager responds to intrusion events with a security policy. It should be understood that this security policy is not a repetition of steps (a) through (e) for a plurality of network regions, as required by claim 9.

i. Claim 10

Because independent claim 1 is allowable over the cited references, claim 10 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "detecting a network status change and wherein [repeating steps (a) through (e) for a plurality of selected network regions] occurs in response to the detected network status change." Rockwell does not show detecting a change in status of one or more of the wireless sensors, as recited in

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claim 10. While Bentley discloses that a wireless access point detects a change in status of the wireless access points, Bentley merely discloses replacing the failed wireless access point with the inactive wireless access point. In stark contrast, it does not trigger a new dynamic identification of wireless devices in a network area and new designation of primary and secondary to each of the devices in the network area, as required by claim 10.

j. Claim 11

Because independent claim 1 is allowable over the cited references, claim 11 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "receiving a configuration request and wherein step (f) occurs in response to the received configuration request." Neither Rockwell nor Bentley discloses receiving a configuration request, as recited in claim 11.

k. Claim 12

Because independent claim 1 is allowable over the cited references, claim 12 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "repeating steps (a) through (e) for the network region." Neither Rockwell nor Bentley discloses reconfiguring a particular network region and re-designating primary and backup wireless network sensors.

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l. Claim 13

Because independent claim 1 is allowable over the cited references, claim 13 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that repetition of the steps "occurs at periodic intervals or upon occurrence of an event." The portion of Rockwell cited to show repetition of the steps merely discloses that the airborne security manager responds to intrusion events with a security policy. It should be understood that this security policy is not a repetition of steps (a) through (e) for a plurality of network regions, as required by claim 13.

m. Claim 14

Because independent claim 1 is allowable over the cited references, claim 14 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "detecting a network status change and wherein [repeating steps (a) through (e) for the network region] occurs in response to the detected network status change." Rockwell does not show detecting a change in status of one or more of the wireless sensors, as recited in claim 14. While Bentley discloses that a wireless access point detects a change in status of the wireless access points, Bentley merely discloses replacing the failed wireless access point with the inactive wireless access point. In stark contrast, it does not trigger a new dynamic identification of

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wireless devices in a network area and new designation of primary and secondary to each of the devices in the network area, as required by claim 14.

n. Claim 15

Because independent claim 1 is allowable over the cited references, claim 15 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose "receiving a configuration request and wherein step (f) occurs in response to the received configuration request." Neither Rockwell nor Bentley discloses receiving a configuration request, as recited in claim 15.

o. Claim 16

Because independent claim 1 is allowable over the cited references, claim 16 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that the dynamically identifying step includes "broadcasting a message to one or more wireless sensors;...receiving acknowledgements from the one or more wireless sensors; and...determining whether the wireless sensor is in the network region." Neither Rockwell nor Bentley dynamic identification for the management of wireless network sensors, as required by claim 16.

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p. Claims 17 and 18

Because independent claim 1 is allowable over the cited references, claims 17 and 18 (which depend from claim 1) are allowable for the reason that they include all of the limitations of claim 1. Thus, Assignee respectfully asserts that these claims are in condition for allowance.

q. Claim 19

Because independent claim 1 is allowable over the cited references, claim 19 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that the method "selects the designation for each wireless sensor based upon sensor coverage area, functional capability, numerical priority of device address or combinations thereof." Rockwell does not designate wireless access points as primary or secondary. Furthermore, Bentley designates access points as active or inactive. And, while Bentley uses a CSMA/CA type backoff algorithm to resolve conflicts, this is not based upon sensor coverage area, functional capability or the numerical priority of the device address. Moreover, while 3:29-32 discloses numerical priority numbers, these are not disclosed to be related to the device address.

r. Claim 20

Because independent claim 1 is allowable over the cited references, claim 20 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that "the collection agent determining step (c) determines one of the wireless sensors as to be the

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collection agent." Rockwell clearly discloses that the "cabin distribution system 28" is separate and distinct from the "control subsystem 26" which houses the "Airborne Security Manager 34" which has been alleged to be the equivalent of the collection agent. In stark contrast to Rockwell's separation of the wireless access points and the purported collection agent, claim 20 specifically shows that the collection agent is one of the wireless sensors.

s. Claim 21

Because independent claim 1 is allowable over the cited references, claim 21 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that "the received scan data is further derived at least in part from data monitored by a wireless network sensor with a secondary designation for the network region." Rockwell does not disclose primary and secondary wireless network sensors. Bentley clearly discloses that what the Office Action refers to as "secondary access points" are *inactive access points*. It is impossible that an inactive access point can monitor data for the network region. Thus, Bentley does not disclose that "the received scan data is further derived at least in part from data monitored by a wireless network sensor with a **secondary designation...**"

t. Claim 22

Because independent claim 1 is allowable over the cited references, claim 22 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

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Moreover, Assignee respectfully asserts that neither Rockwell nor Bentley disclose that "the determined collection agent for the selected network region is a selected wireless network sensor from the plurality of wireless network sensors in the selected network region." Rockwell clearly discloses that the "cabin distribution system 28" is separate and distinct from the "control subsystem 26" which houses the "Airborne Security Manager 34" which has been alleged to be the equivalent of the collection agent. In stark contrast to Rockwell's separation of the wireless access points and the purported collection agent, claim 22 specifically shows that the collection agent is one of the wireless sensors.

u. Claim 23

Because independent claim 1 is allowable over the cited references, claim 23 (which depends from claim 1) is allowable for the reason that this claim includes all of the limitations of claim 1. Thus, Assignee respectfully asserts that this claim is in condition for allowance.

v. Claim 24

Claim 24 is not obvious in view of Rockwell and Bentley. In combination with other limitations, claim 24 includes the limitation "dynamically identifying a plurality of wireless network sensors in a selected network region," and "selecting for each of the wireless network sensors in the plurality a designation of primary or secondary with respect to the selected network region." In contrast to claim 24, neither Rockwell nor Bentley disclose dynamically identifying wireless sensors in a network region.

Rockwell is directed to a security manager for an airplane cabin wherein the access points for passengers aboard the plane can be wireless access points. Assignee respectfully asserts that there is nothing within the text of Rockwell that discloses that the system performs a dynamic

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identification of wireless sensors. In fact, the secured nature of an airplane would typically indicate that there are no new access points are being added or subtracted from the system. Moreover, the controlled and confined nature of an airplane cabin as disclosed by Rockwell typically indicates that there would be no need for backup wireless access points. Thus, Assignee respectfully asserts that this reference teaches away from providing primary and secondary access points because of the confined nature of the contemplated network. Furthermore, Rockwell teaches a centralized collection process as implicated by the control subsystem and airborne security manager (FIG. 1; ref. 26 and 34). As such it is unclear why Rockwell would be improved by providing a distributed primary and secondary collection system aboard an airplane.

Assignee further notes that because of the mobile and remote nature of the airplane (35,000 feet above the ground) that traditional network security methods apply to these networks, and there is no incentive to provide a collection agent to collect scan data from each of the primary wireless network sensors as recited in claim 24. Assignee respectfully asserts that the collection agent of claim 24 is specifically recited as providing scan data ("receiving scan data for the selected network region from the collection agent..."). In stark contrast, Rockwell discloses that the Airborne Security Manager is merely "responsible for enforcing security policy" responsive to intrusion events (see, e.g., ¶22). Assignee respectfully asserts that this is not providing scan data.

Bentley is directed to a method for providing a standby access point which becomes active only upon sensing that an active access point has failed. However, Assignee respectfully asserts that there is nothing within claim 24 that refers to the secondary access point being an

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"inactive" access point only used during failure of the primary access point. In contrast, these access points are used secondarily for data collection. Thus, these access points of claim 24 may be fully operational to transmit network data even though some may be designated secondary for purposes of data collection for the collection agent. Thus, Assignee is unclear what application Bentley has to the current claims. Bentley does not mention data collection, nor does it mention wireless security. There is nothing within claim 24 which indicates that the secondary sensing device is only operable upon the primary sensor failing, as disclosed by Bentley.

Applicant respectfully questions the motivation to combine Rockwell with Bentley. Rockwell is only remotely related to wireless applications in that it would like to be able to provide wireless access to airplane passengers, however, it is primarily concerned with providing network security to other passengers (and because of the remoteness of this roaming network, for all practical purposes, it is a wired network security solution as opposed to a wireless network security solution). Bentley, on the other hand, is entirely related to providing backup wireless network components in case of failure of the active wireless network components. However, there is no security aspect to the backup and primary designation of these access points. Moreover, the Office Action has provided no reasonable motivation to combine these references, such as the unreliability of an airborne wireless access point. Rockwell makes no disclosure that a backup network components would even be desirable. Assignee respectfully asserts that such a combination is unwarranted by the disclosures of these references themselves.

w. Claim 25

Claim 25 is not obvious in view of Rockwell and Bentley. In combination with other limitations, claim 25 includes the limitation "means for broadcasting a message to one or more

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wireless sensors, for receiving acknowledgments from the one or more wireless sensors, for determining whether each of the one or more wireless sensors is within the selected network region, and for each wireless network sensor determined within the selected network region, storing an identifier of that wireless network sensor in the storing means." In contrast to claim 25, neither Rockwell nor Bentley disclose dynamically identifying wireless sensors in a network region.

Rockwell is directed to a security manager for an airplane cabin wherein the access points for passengers aboard the plane can be wireless access points. Assignee respectfully asserts that there is nothing within the text of Rockwell that discloses that the system performs a dynamic identification of wireless sensors. In fact, the secured nature of an airplane would typically indicate that there are no new access points are being added or subtracted from the system. Moreover, the controlled and confined nature of an airplane cabin as disclosed by Rockwell typically indicates that there would be no need for the backup wireless access points of Bentley. Thus, Assignee respectfully asserts that this reference teaches away from providing primary and secondary access points because of the confined nature of the contemplated network. Furthermore, Rockwell teaches a centralized collection process as implicated by the control subsystem and airborne security manager (FIG. 1; ref. 26 and 34). As such it is unclear why Rockwell would be improved by providing a distributed primary and secondary collection system aboard an airplane.

Assignee further notes that because of the mobile and remote nature of the airplane (35,000 feet above the ground) that traditional network security methods apply to the networks of Rockwell, and there is no incentive to provide a collection agent to collect scan data from each

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of the primary wireless network sensors as required by claim 25. Assignee respectfully asserts that the collection agent of claim 25 is specifically recited as providing scan data ("receiving scan data for the selected network region from the collection agent..."). In stark contrast, Rockwell discloses that the Airborne Security Manager is merely "responsible for enforcing security policy" responsive to intrusion events (see, e.g., ¶22). Assignee respectfully asserts that this is not providing scan data.

Bentley is directed to a method for providing a standby access point which becomes active only upon sensing that an active access point has failed. However, Assignee respectfully asserts that there is nothing within claim 25 that refers to the secondary access point being an "inactive" access point only used during failure of the primary access point. In contrast, these access points are used secondarily for data collection. Thus, these access points of claim 25 may be fully operational to transmit network data even though some may be designated secondary for purposes of data collection for the collection agent. Thus, Assignee is unclear what application Bentley has to the current claims. Bentley does not mention data collection, nor does it mention wireless security. There is nothing within claim 25 which indicates that the secondary sensing device is only operable upon the primary sensor failing, as disclosed by Bentley.

Applicant respectfully questions the motivation to combine Rockwell with Bentley. Rockwell is only remotely related to wireless applications in that it would like to be able to provide wireless access to airplane passengers, however, it is primarily concerned with providing network security to other passengers (and because of the remoteness of this roaming network, for all practical purposes, it is a wired network security solution as opposed to a wireless network security solution). Bentley, on the other hand, is entirely related to providing backup wireless

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network components in case of failure of the active wireless network components. However, there is no security aspect to the backup and primary designation of these access points. Furthermore, Bentley is a completely distributed system whereby each access point determines whether it is active or inactive, whereas the system of claim 25 is a centralized monitoring and management system. Moreover, the Office Action has provided no reasonable motivation to combine these references, such as the unreliability of an airborne wireless access point. Rockwell makes no disclosure that a backup network components would even be desirable. Assignee respectfully asserts that such a combination is unwarranted by the disclosures of these references themselves.

x. Claim 26

Claim 26 is not obvious in view of Rockwell and Bentley. In combination with other limitations, claim 26 includes the limitations that the system processor include "processing elements programmed or adapted to: broadcast a message to the plurality of wireless network sensors via the communication interface;...receive acknowledgments from the plurality wireless network sensors;...determine whether each wireless network sensor in the plurality is within the selected network region." In contrast to claim 26, neither Rockwell nor Bentley disclose dynamically identifying wireless sensors in a network region from a centralized management location.

Rockwell is directed to a security manager for an airplane cabin wherein the access points for passengers aboard the plane can be wireless access points. Assignee respectfully asserts that there is nothing within the text of Rockwell that discloses that the system performs a dynamic identification of wireless sensors. In fact, the secured nature of an airplane would typically

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indicate that there are no new access points are being added or subtracted from the system. Moreover, the controlled and confined nature of an airplane cabin as disclosed by Rockwell typically indicates that there would be no need for the backup wireless access points of Bentley. Thus, Assignee respectfully asserts that this reference teaches away from providing primary and secondary access points because of the confined nature of the contemplated network.

Assignee further notes that because of the mobile and remote nature of the airplane (35,000 feet above the ground) that traditional network security methods apply to the networks of Rockwell, and there is no incentive to provide a collection agent to collect scan data from each of the primary wireless network sensors as required by claim 26. Assignee respectfully asserts that the collection agent of claim 26 is specifically recited as providing scan data ("receive scan data for the selected network region from the collection agent..."). In stark contrast, Rockwell discloses that the Airborne Security Manager is merely "responsible for enforcing security policy" responsive to intrusion events (see, e.g., ¶22). Assignee respectfully asserts that this is not providing scan data.

Bentley is directed to a method for providing a standby access point which becomes active only upon sensing that an active access point has failed. However, Assignee respectfully asserts that there is nothing within claim 26 that refers to the secondary access point being an "inactive" access point only used during failure of the primary access point. In contrast, these access points are used secondarily for data collection. Thus, these access points of claim 26 may be fully operational to transmit network data even though some may be designated secondary for purposes of data collection for the collection agent. Thus, Assignee is unclear what application Bentley has to the current claims. Bentley does not mention data collection, nor does it mention

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wireless security. There is nothing within claim 26 which indicates that the secondary sensing device is only operable upon the primary sensor failing, as disclosed by Bentley.

Applicant respectfully questions the motivation to combine Rockwell with Bentley. Rockwell is only remotely related to wireless applications in that it would like to be able to provide wireless access to airplane passengers, however, it is primarily concerned with providing network security to other passengers (and because of the remoteness of this roaming network, for all practical purposes, it is a wired network security solution as opposed to a wireless network security solution). Bentley, on the other hand, is entirely related to providing backup wireless network components in case of failure of the active wireless network components. However, there is no security aspect to the primary and secondary designation of these access points. Furthermore, Bentley is a completely distributed system whereby each access point determines whether it is active or inactive, whereas the system of claim 26 is a centralized monitoring and management system as should be inherently recognized from the terms of the claim itself. Moreover, the Office Action has provided no reasonable motivation to combine these references, such as the unreliability of an airborne wireless access point. Rockwell makes no disclosure that a backup network components would even be desirable. Assignee respectfully asserts that such a combination is unwarranted by the disclosures of these references themselves.

y. Claims 27-29

Because independent claim 1 is allowable over the cited references, claims 27-29 (which depend from claim 26) are allowable for the reason that they include all of the limitations of claim 26. Thus, Assignee respectfully asserts that these claims are in condition for allowance.

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CONCLUSION

To the extent that there are any remaining issues in this application, the undersigned invites the Examiner to conduct a telephonic interview to resolve such issues. If not, the Assignee respectfully requests allowance of the pending claims.

The Assignee, therefore, respectfully requests the issuance of a notice of allowance for all claims pending in the present application. The Commissioner is hereby authorized to charge any fee deficiency or credit any overpayment associated with this response to Jones Day's Deposit Account No. 50-2724, ref: 093615600017.

Respectfully submitted,



Troy A. Van Aacken
Registration No. 50,847

JONES DAY
Customer No. 36587
Phone: 404-521-3939
Fax: 404-581-8330
e-mail: tavanaacken@jonesday.com